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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
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11 AXA CORPORATE SOLUTIONS
12 ASSURANCE UK BRANCH AND
13 TOKIO MARINE KILN INSURANCE,
14 LTD.,

15 Plaintiffs,

16 v.

17 NEOACE, LLC and MAZIAR
18 REZAKHANI,

19 Defendants.
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Case No. 2:15-cv-8153-BRO (PLAx)

JUDGMENT

29 This action, brought by Plaintiffs AXA CORPORATE SOLUTIONS
30 ASSURANCE UK BRANCH (“AXA”) and TOKIO MARINE KILN INSURANCE,
31 LTD. (“TMK”), came before this Court by motion dated February 8, 2016 for default
32 judgment against Defendants NEOACE, LLC (“NEOACE”) and MAZIAR
33 REZAKHANI (“REZAKHANI”). This Court, having considered the papers submitted
34 and having granted the motion by order dated March 9, 2016, hereby ORDERS,
35 JUDGES, AND DECREES AS FOLLOWS:

36 1. Judgment is hereby entered against NEOACE and REZAKHANI in favor
37 of AXA and TMK as set forth more fully herein;
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1 2. It is adjudged and declared that the insurance evidenced by the Certificates
2 of Marine Cargo Insurance Nos. 150000001131 to 1135 ("the Certificates") purportedly
3 issued pursuant to Marine Cargo Insurance Open Cover Policy No.
4 14/AXA/TOK/EISL/1/000781/USD ("the Open Cover") do not afford coverage to
5 NEOACE or REZAKHANI for \$5,780,388 claimed by them for the alleged loss in
6 transit of certain goods, claimed to be iPhones (hereinafter referred to as "Claim");

7 3. NEOACE and REZAKHANI shall take nothing under their Claim against
8 AXA and TMK;

9 4. The insurance evidenced by each and every Certificate at issue in this
10 matter, each of which purported to cover "25 Boxes New Lithium Ion" and with any
11 losses payable to NEOACE and/or REZAKHANI, is hereby rescinded and void *ab*
12 *initio*;

13 5. The Open Cover issued to ICTS of 1337 E. Thousand Oaks Blvd., Ste.
14 202, Thousand Oaks, California 91362, a d/b/a name of Pacific Atlantic Freight LLC
15 and/or PAF Insurance Services LLC, by ACIS Cargo Underwriting Agency Ltd., an
16 authorized agent of AXA and TMK ("Policy") does not cover NEOACE or
17 REZAKHANI's Claim; and

18 6. AXA and TMK have no obligation to indemnify NEOACE or
19 REZAKHANI with respect to the Claim.

20 7. NEOACE and REZAKHANI are entitled to, and shall take, nothing from
21 AXA and TMK in relation to either the Claim, the Certificates or the Open Cover or the
22 insurance evidenced thereby.

23 JUDGMENT IS HEREBY ENTERED.

24 Dated: March 15, 2016

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26 HONORABLE BEVERLY REID O'CONNELL
27 UNITED STATES DISTRICT COURT JUDGE
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